

RELEASE

FOR AND IN CONSIDERATION of the sum of *** Dollars (\$***.00) in the form of drafts or checks payable as follows:

***, a Minor, by and through ***his/her Guardian ad Litem, ***
and their attorney ***

as payees, which sum shall be deemed to have been paid upon the delivery of such drafts or checks to the attorney for the undersigned, the undersigned on behalf of themselves and on behalf of all and each of their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge

and any and all other persons including, but not limited to, representatives, heirs, executors, administrators, trustees, successors, affiliates, subrogors, subrogees, lessors, lessees, grantors, grantees, assignors, assignees, subsidiaries, parent corporations, agents, employees, servants, officers, directors, members, shareholders, owners, alter egos, attorneys, council members, firms, associations, corporations, general partners, limited partners and insurers who are or may ever become liable to the undersigned, of and from any and all claims, demands, damages, actions and causes of action of every kind, known or unknown, arising out of or in any way connected with the occurrence out of which it is claimed that the undersigned suffered damage to person and property and which took place on or about ____ (date) ____, and which is the subject matter of the lawsuit entitled *** v. ***, venued in *** Superior Court, action number ***..

IN FURTHER CONSIDERATION of the above-mentioned sum, the undersigned agrees as follows:

1. There is a risk that subsequent to the execution of this Release, the undersigned will incur or suffer personal or bodily discomfort, loss, death, damage, or any of these which are in some way caused by the occurrence referred to above, but which are unknown and unanticipated at the time this Release is signed; and further, there is a risk that damages presently known may be or may become more serious than the undersigned now expects or anticipates.

2. The undersigned shall assume the above-mentioned risks and this Release shall apply to all unknown or unanticipated results of the occurrence described above as well as those known and anticipated. On behalf of the undersigned, and on behalf of all and each of the heirs, executors, administrators, successors, and assigns of the undersigned, the undersigned hereby waive all rights under California Civil Code §1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have

materially affected his settlement with the debtor."

3. The above-mentioned sum is the entire and only consideration for this Release and the undersigned shall be responsible for the payment of the attorneys' fees and legal expenses of the undersigned.

4. This Release is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of the party herein released, who continues to deny such liability and to disclaim such responsibility.

5. The advice of legal counsel has been obtained by the undersigned prior to signing this Release and that a dismissal with prejudice in favor of the party hereby released shall be entered by the attorneys for the undersigned in all actions now pending, which involve the occurrence referred to above.

6. A division, if any, of the above-mentioned sum between the undersigned and anyone else shall in no way affect the validity of this Release.

7. *** is the Guardian ad Litem for the Minor plaintiffs ***, and receives payment of each of their portion of the above-mentioned consideration pursuant to Probate Code §3401(b). The total estate of each of the Minors, including the money and other property to be paid or delivered to ***, in her capacity as guardian of their respective estates, does not exceed five thousand dollars (\$5,000.00) in value, satisfying the requirement set forth by Probate Code §3401(c)(1). It is the intent of ***, as guardian of the Minors' respective estates, that this Release also serve as the written assurance, verified by oath, that the total estate of each Minor, referenced in this paragraph, including the money or other property to be paid or delivered to ***, in her capacity as guardian of their respective estates, does not exceed five thousand dollars (\$5,000.00) in value, as required by Probate Code §3401(c)(2).

8. This settlement is intended to, and the undersigned warrants that it will, dispose of all liability of the party released to the undersigned and to all and each of the heirs, executors, administrators, and assigns of the undersigned and to any other person or entity that might now or in the future have a claim against the party released, or his attorneys, or the undersigned's attorneys, as a result of the injuries claimed by the undersigned involving the occurrence referred to above. Should any further claim be made by any person or entity to which the party released might be liable, directly or indirectly, as a result of the injuries claimed by the undersigned involving the occurrence referred to above, including but not limited to the health care practitioners who allegedly have treated the plaintiffs for bodily discomfort, loss, death, damage, or any of these which are in some way caused by the occurrence referred to above, ***and related business entities, or the Minor plaintiffs themselves, the undersigned on behalf of the heirs, executors, administrators, and assigns of the undersigned, agree to and will hold harmless and indemnify the party released, his attorneys and the undersigned's attorneys, of and from any and all liability for such claim, including all costs, expenses and attorneys' fees in defending such claim.

9. The terms and conditions of this Release are understood to be confidential and are not to

be disclosed to, or discussed with, any third parties or persons, absent prior court order, or as required by law.

I, the undersigned, have read the foregoing Release and acknowledge our understanding and agreement of the contents thereof.

DATED: _____

***, Guardian ad Litem for ***

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a duly commissioned and sworn Notary Public in and for the State of California did appear _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person referred to in the foregoing instrument and before me signed the same.

IN WITNESS WHEREOF, I have set my name and affixed my seal in the County and State on the date first above written.

NOTARY PUBLIC, STATE OF CALIFORNIA

My Commission Expires: _____

DECLARATION OF COUNSEL

I am an attorney licensed to practice law in this State, and I hereby represent and declare that I have fully explained the foregoing Release to the signing parties, who in turn acknowledged to me an understanding of said Release and the legal effect thereof; and the signatures on the Release were personally made by the persons whose names they are.

